

## COLLECTIVE BARGAINING AGREEMENT

1984 and 1985

BETWEEN

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JACKSON TOWNSHIP PBA LOCAL 168

-and-

TOWNSHIP OF JACKSON~~Jackson, Township of (Employer)~~

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TABLE OF CONTENTS

I.	PREAMBLE	1
II.	RECOGNITION AND SCOPE OF AGREEMENT	1
III.	COLLECTIVE BARGAINING PROCEDURE	1
IV.	DISCRIMINATION AND COERCION	2
V.	SICK LEAVE	2
VI.	MANAGEMENT RIGHTS	3
VII.	HOURS	4
VIII.	OVERTIME	5
IX.	VACATIONS	6
X.	BEREAVEMENT	7
XI.	HOLIDAYS	7
XII.	HOSPITAL AND MEDICAL INSURANCE	8
XIII.	CLOTHING AND MAINTENANCE ALLOWANCE	8
XIV.	PENSIONS	9
XV.	DISCHARGE AND SUSPENSION	9
XVI.	PERSONNEL FILES	9
XVII.	WAGES	10
XVIII.	SPECIAL POLICE UTILIZATION	11
XIX.	LEGAL AID	11
XX.	UNION BUSINESS	11
XXI.	COURT APPEARANCES	12
XXII.	MILEAGE ALLOWANCE	12
XXIII.	GRIEVANCE PROCEDURE	13
XXIV.	PROMOTIONS	14
XXV.	SAVINGS CLAUSE	14
XXVI.	COLLEGE CREDIT PROGRAM	15
XXVII.	REPRESENTATION FEE	16
XXVIII.	BILL OF RIGHTS	17
XXIX.	DURATION	18
XXX.	COMPLETENESS OF AGREEMENT	18

I. PREAMBLE

THIS AGREEMENT made this day of , 1984, by and between the Township of Jackson in the County of Ocean, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Employer" and Jackson Township Policemen's Benevolent Association, Local 168, hereinafter referred to as the "Union".

WITNESSETH:

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the Employer and its employees and to establish a basic understanding relative to rates of pay, hours of work, and other conditions of employment consistent with the law and established practices not modified by this Agreement;

NOW THEREFORE, in consideration of these premises and mutual covenants herein contained, the parties hereto agree with each other with respect to the employees of the Employer recognized as being represented by the Union as follows:

II. RECOGNITION AND SCOPE OF AGREEMENT

Section 1. The Employer hereby recognized the Union as the sole and exclusive representative of all the employees in the bargaining unit as defined in Article I, Section 2, herein, for the purposes of collective bargaining and all activities and processes relative thereto.

Section 2. The bargaining unit shall consist of all of the regular, full-time officers of the Police Department of Jackson Township now employed or hereafter employed; excluding Lieutenants, Captain, Chief of Police and Deputy Chief.

Section 3. This Agreement shall govern all wages, hours and other conditions of employment herein set forth.

Section 4. This Agreement shall be binding upon the parties hereto.

III. COLLECTIVE BARGAINING PROCEDURE

Section 1. Collective bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the Governing Body of the Employer or its designee, excluding Superior Officers, and the President of the Union or his designee, shall be the respective bargaining agents for the parties.

Section 2. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party in accordance with the applicable statutes of New Jersey and the Rules and Regulations of the Public Employment Relations Commission.

Section 3. Ordinarily not more than five (5) additional representatives of each party shall participate in collective bargaining meetings.

#### IV. DISCRIMINATION AND COERCION

Section 1. There shall be no discrimination, interference or coercion by the Employer or any of its agents against the employees represented by the Union because of membership or activity in the Union. The Union shall not intimidate or coerce employees into membership. Neither the Employer nor the Union shall discriminate against any employees because of race, creed, color, national origin or political affiliation.

Section 2. Pursuant to Chapter 123, Public Law of 1974; the Township hereby agrees that every policeman shall have the right freely to organize, join and support the P.B.A. and its affiliates for the purpose of engaging in collective negotiations and other concerted P.B.A. activities. As a body exercising governmental power under the laws of the State of New Jersey, the Township undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any policeman the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974, or other laws of New Jersey, of the Constitution of New Jersey, and the United States Constitution; that it shall not discriminate against any policeman with respect to hours, wages, work assignments, or any terms or conditions of employment by reason of his membership in the P.B.A. and its affiliates, his participation in any activites of the P.B.A. and/or proceedings under this Agreement, or otherwise with respect to any terms or conditions of employment, or for action taken as a result of action on the part of the Township.

#### V. SICK LEAVE

Section 1. All permanent full-time employees covered by this Agreement shall be granted sick leave with pay of 1½ working day for every month of service during the remainder of the first twelve months of service and eighteen (18) working days in every calendar year thereafter. The amount of such leave not taken shall accumulate from year to year. Sick leave is to be credited automatically to each member on January 1st of each year. The Employer reserves the right to extend sick leave.

Section 2. An employee may be asked to submit acceptable medical evidence substantiating an illness if absent on personal sick leave for three or more consecutive days. The Employer may take any reasonable steps to verify an illness of any Employee who is absent on personal sick leave.

Section 3. With the exception of Part "B", the provisions of Section 20-34, Sick Leave of the Personnel Code shall be applicable to all permanent full-time employees for illness, injury in line of duty or recuperation therefrom.

Section 4. The conditional term providing for compensation for sick days not used at a rate of 1 day for every 5 days not used is hereby deleted from this contract. There shall be no compensation for any sick days not used during the term of this contract.

Section 5. Request for leave of absence with pay for injury or illness in line of duty or recuperation therefrom shall be made in accordance with Jackson Code Section 20-35 pursuant to N.J.S.A. 40A:14-137. No accumulated sick leave is to be deducted while I.O.D. leave is being processed.

Section 6. At the end of any employee's career, and his retirement in good standing as a permanent member of the Jackson Township Police Department, the Employer shall cause to be paid to him the full amount of any sick leave accrued but unpaid at that time - up to a maximum of 130 working days sick leave (26 weeks x 5 working days per week). At the employee's option he may elect to take off with pay for such accumulated sick leave accrued but unpaid at that time - up to a maximum of 130 working days of sick leave at his current rate of pay. However, no additional sick leave or vacation leave shall accrue during this period of time.

Section 7. In the event of the death of any employee, the spouse or beneficiary of such employee shall receive the payment for accumulated sick leave provided for in Section 6 of this Article.

Section 8. If resignation or termination of an employee occurs during the calendar year, unearned sick leave which has already been used by said employee will be deducted from any final salary payment.

## VI. MANAGEMENT RIGHTS

Section 1. The P.B.A. recognizes that there are certain functions, responsibilities, and management rights exclusively reserved to the Employer. All of the rights, power, and authority possessed by the Employer prior to the signing of this Agreement are retained exclusively by the Employer subject only to such limitations as are specifically provided in this Agreement.

It shall be mutually agreed that the Township, as Employer, and the P.B.A., as Employees, will abide by Title 11, Civil Service, of the Revised Statutes of New Jersey, and the Rules and Regulations of the Civil Service Commissioner. No provision of this Agreement will, in any way, contravene the Authority and Responsibility of the Civil Service Commissioner.

The Employer shall have the right to determine all matters concerning the Management or Administration of the various Divisions of the Police Department, the right to direct the various Divisions, to hire and transfer Employees, to combine and eliminate jobs, and to determine the number of Employees needed for specific Job Assignments.

Section 2. Nothing in this Agreement shall interfere with the right of the Employer in accordance with the applicable law, rules and regulations to:

(a) Carry out the statutory mandate and goals assigned to a municipality utilizing personnel, methods and means in the most appropriate and efficient manner possible.

(b) Manage employees of the Employer, to hire, promote, transfer, assign or retain employees in positions within the Employer and in that regard to establish reasonable work rules in written form with copies and amendments thereto to be provided to employees.

(c) Suspend, demote, reduce, discharge or take other appropriate disciplinary action against an employee for just cause or to lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive; provided that reduction in force level of certified personnel shall not be effected until non-certified personnel performing police functions are laid off; and provided further that seniority shall prevail at all times in the order of any lay-off and subsequent rehiring.

Section 3. The parties mutually recognize and agree to the applicability of N.J.S.A. 34:13A-53 to any terms and conditions of employment existing prior to the signing of this Agreement which are not specifically covered by this Agreement.

## VII. HOURS

The work day shall consist of not more than eight (8) consecutive hours, except as mutually agreed to by the parties.

The work week shall consist of four (4) consecutive days with two (2) consecutive days off.

## VIII. OVERTIME

Section 1. The parties agree that overtime consisting of straight time shall be paid to any employee for all hours required to be worked in excess of the employee's regularly scheduled shift or duty hours when that employee has taken sick leave either on a regularly scheduled shift on the day immediately preceding the day on which the overtime shift was worked, or on a regularly scheduled shift on the day immediately following the day on which the overtime shift was worked. It is further agreed that in all other cases overtime consisting of time and one-half shall be paid to all employees for hours worked in excess of the regular scheduled shift consisting of eight (8) consecutive hours, except as hereinafter set forth.

Section 2. Employees shall not be paid for overtime hours unless such overtime is authorized by the Chief of Police, Business Administrator, or a Superior Officer.

Section 3. It is recognized that the employees may be required to report in advance of the tour starting time and for the purpose of report making at the end of a tour to remain at the termination of a tour. In accordance with this recognition no overtime shall be paid for a fifteen (15) minute period prior to the commencement of a tour or for a fifteen (15) minute period at the termination of a tour, but in the event an employee is required to report earlier than fifteen (15) minutes prior to the commencement of a tour or to remain beyond fifteen (15) minutes after the end of a tour, the employee shall be paid the overtime rate for all time worked in excess of the work day of eight (8) consecutive hours, except as otherwise provided.

Section 4. All current policies relative to overtime compensation shall remain in effect with the following exceptions:

(a) Sergeants shall be paid at time and one half for overtime. Sergeants when available will be utilized to replace Sergeants. If no Sergeant is available, the senior patrolman on that shift shall replace the Sergeant at a Sergeant's base rate of pay.

(b) Patrolman assigned to detective division shall be paid at time and one half for overtime.

Section 5. The following provisions shall govern "call-in" time and "stand by":

(a) All employees shall be guaranteed a minimum of 2 hours pay at double time when "called in for duty". For this purpose, "called in for duty" is defined as the summoning by notification of an off-duty employee to report for duty at a time other than his regularly scheduled shift.

(b) All employees ordered to be on "stand by" shall be compensated for 4 hours Comp. time. Detectives will continue to receive 12 hours pay at the regular hourly rate for weekend stand by. For this purpose, "stand by" is defined as requiring an employee to remain at a specified location in order to be immediately available for duty on short notice at a time other than his regularly scheduled shift.

Section 6. No disciplinary action shall be taken without just cause. An employee shall receive 4 hours comp. time for off-duty time spent in presenting his defense.

## IX. VACATIONS

Section 1. Each permanent, full-time employee who has had the length of continuous employment specified in the table following shall be entitled to the working time shown, as a vacation with pay at his regular rate of pay.

Less than 1 year of service	1 day per month
1 year to less than 5 years of service	13 days
5 years to less than 10 years of service	18 days
10 years to less than 15 years of service	23 days
15 years or more of service	25 days

Vacation leave is to be credited automatically to each member on January 1st of each year. Vacation leave credited on January 1st is to be prorated in the event the 1st, 5th, 10th, or 15th anniversary of service falls during the calendar year.

Section 2. Eligibility for vacations shall be computed as of the first day of the month in which hired.

Section 3. With the exception of the first annual anniversary date, vacations may be scheduled at any time within the calendar year of an annual anniversary date, that is, they need not be deferred until the actual anniversary date. Vacations shall be taken within the year of entitlement except that if the first anniversary date occurs in December, the vacation to which entitled may be taken the following calendar year but not consecutively with the vacation to which entitled for the second anniversary date. If resignation or termination of an employee occurs during the calendar year, unearned vacation days which have already been taken will be deducted from any final salary payment.

Section 4. In order not to hamper proper and efficient police operations, both parties agree that the scheduling of vacations must be left to the Employer but the following condition shall be observed in such scheduling:

(a) Selection of vacation shall be based on seniority, and shall be regardless of shift.

(b) An employee shall be permitted to take up to four (4) consecutive weeks of vacation at one time if approved by the Chief of Police and Business Administrator.

Section 5. Emergency leave deducted from vacation leave may be approved by an employee's immediate supervisor in the event the Chief of Police or Acting Chief is not available.

Section 6. In the event of the death of an employee, the spouse or beneficiary of such employee shall receive the payment for accumulated vacation leave provided for in this Article.

Section 7. Employees may utilize accumulated vacation days to take off on a holiday. Approval will not be unreasonably denied.

Section 8. Leave shall not be denied to employee due to another employee being on military leave or a dispatcher being off.

X. BEREAVEMENT

In the event of a death in the "immediate family", a member shall be granted three (3) days funeral leave, which is not to be deducted from any other leave. Such funeral leave is to be granted as many times as may be necessary during any given year. The term "immediate family", for the purpose of this Agreement, shall mean and refer only to the following: the employee's spouse, child, parent, brother or sister; the child, parent, brother or sister of the spouse of an employee; and any individual actually living in the household of any employee and related by blood or marriage.

Two (2) additional days, if travel time is required, may be authorized by the Chief of Police and/or the Business Administrator upon proper application.

XI. HOLIDAYS

Section 1. The following shall be recognized as holidays paid at eight (8) hours straight time under this Agreement:

New Year's Day  
Good Friday  
Memorial Day  
Martin Luther King Day  
Election Day  
Veterans Day  
Columbus Day  
Washington's Birthday  
Lincoln's Birthday  
July 4th (Independence Day)  
Labor Day  
Thanksgiving Day  
Friday following Thanksgiving Day  
Christmas Day  
Easter Sunday

Section 2. It is recognized by both parties that employees of the Police Department may not, by reason of departmental business, enjoy the aforesaid holidays by working on those dates. Therefore, in lieu of the holiday itself, such employee shall receive compensation at time and one-half in accordance with his regular rate of pay and subject to the provisions of Article V herein. In the event any of the aforesaid allowed paid

holidays falls on a non-duty day, said holiday shall be deemed to have fallen on a regular working day and straight time of eight (8) hours will be paid. The compensation for holiday pay shall be given no later than November 15th for holidays accumulated to that date. The compensation for the balance of holidays of that calendar year shall be paid no later than the second paycheck of the following calendar year. Said payments shall be by separate check and not included in regular payroll check.

Section 3. In the event the Township Committee grants an additional holiday to other Township employees, the Police Department shall enjoy the same benefit.

## XII. HOSPITAL AND MEDICAL INSURANCE

Section 1. The current program for hospital and medical insurance shall be continued for all full-time employees and their spouse and children.

Section 2. Employer shall continue to provide dental service insurance coverage to all employees at no cost to them. Said plan shall be the New Jersey Dental Service Plan, Inc., or its equivalent. Said plan shall cover all full-time employees as well as their spouses and children.

Section 3. The Employer shall provide each employee optical plan coverage for all employees at no cost to them on the condition that each employee must submit to an eye examination once every 12 months. Said optical plan shall be the Travelers Vision Care Expense Benefit Plan, submitted during negotiations, or its equivalent. An outline of said Plan is annexed hereto as Addendum A.

Section 4. The Employer shall provide full-family prescription plan coverage to all employees at no cost to them. Said prescription plan shall be the Union Prescription Service Plan submitted during negotiations, or its equivalent. An outline of said Plan is annexed hereto as Addendum B.

NOTE: Copies of coverage, claim forms and instructions for the filing of same will be distributed to each member of the bargaining unit following the signing of the Agreement.

## XIII. CLOTHING AND MAINTENANCE ALLOWANCE

Section 1. A clothing and maintenance allowance in the amounts of \$725.00 for all employees shall be paid by the Township of Jackson within thirty (30) days after the adoption of the budget.

Section 2. Reimbursement of initial clothing allowance shall be paid upon Resolution certifying such officer a permanent member of the Jackson Township Police Department as provided for by Jackson Township Ordinance.

Section 3. Payment of the dry cleaning allowance for newly appointed police officers shall be on a pro-rated basis from the date of appointment for the balance of the year of appointment.

#### XIV. PENSIONS

The Employer shall, with contributions as heretofore, provide pension and retirement benefits to employees covered by this Agreement under the Police and Firemen's Retirement System, pursuant to provisions of the statutes and laws of the State of New Jersey.

#### XV. DISCHARGE AND SUSPENSION

No employee shall be disciplined or discharged without just cause. An employee who has been disciplined or discharged may grieve such action in accordance with the provisions set forth in Article XXIII "Grievance Procedure", or in accordance with applicable Civil Service rules and regulations and State statutes. In addition, the provisions of N.J.S.A. 40A:14-147 and Ordinance No. 38-75 shall apply to such discharge or disciplinary action.

#### XVI. PERSONNEL FILES

Section 1. A separate personal history file shall be established and maintained for each employee covered by this Agreement; personal history files are confidential records and shall be maintained in the office of the Chief of Police and Business Administrator. No other file, document or dossier of personnel records will be maintained, official or otherwise, by any person, for any reason whatsoever.

Section 2. No detrimental document or report shall be placed in the employee's personnel file or otherwise acted upon without prior conference with the employee. The employee shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Chief of Police or his designee and attached to the file copy.

Section 3. Any officer shall have the right to inspect his complete personnel file upon reasonable notice and at reasonable times upon request. A representative of the Association may be present when requested by the officer concerned. An employee shall have the right to review the contents of his personnel file and to indicate those documents which he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Chief of Police or his designee and shall be destroyed if deemed appropriate.

XVII. WAGES

Section 1. The annual basic wage for each of the classifications shown for the calendar years 1984 and 1985 are as follows:

<u>CLASSIFICATION</u>	<u>84</u> <u>Wage for CY 1983</u>	<u>85</u> <u>Wage for CY 1984</u>
Sergeant	\$30,106.00	\$32,165.00
Patrolman assigned to Detective Division	Patrolman's Base + \$800.00	Patrolman's Base + \$800.00
Patrolman assigned to Traffic Safety	Patrolman's Base + \$600.00	Patrolman's Base + \$600.00
Patrolman 4th anniv. (Max.)	\$27,300.00	\$29,167.00
Patrolman 3rd anniv.	\$25,647.00	\$27,401.00
Patrolman 2nd anniv.	\$23,662.00	\$25,280.00
Patrolman 1st anniv.	\$21,008.00	\$22,445.00
Patrolman Minimum	\$18,921.00	\$20,215.00

All increases for Patrolman, including those assigned to Detective Division shall be effective on their respective anniversary dates.

An Officer temporarily assigned to the duties of a higher rank shall receive the minimum pay of the higher rank for the period of service: "Temporarily Assigned" for the purpose of this section is defined as 8 or more consecutive hours or 1 or more consecutive 8 hour shifts.

Section 2. In addition to the above annual basic wage, there shall be paid to each qualified employee as additional salary, a longevity increment of two percent of his base pay after his first five years of service and an additional one percent of his base pay for each additional two years of service up to a maximum of 10 percent longevity.

## XVIII. SPECIAL POLICE UTILIZATION

The Employer agrees that Special Police Officers shall not be used in violation of the New Jersey Statutes or Civil Service Regulations.

## XIX. LEGAL AID

As per N.J.S.A. 40A:14-55; Employer agrees to provide legal aid to all employees in suits or other legal proceedings against them arising from incidents in the line of duty. The Employer reserves the right to approve or reject any request by an employee or assume responsibility for the payment of the services of whatever member of the New Jersey Bar is contracted to defend that employee, unless it is first given the opportunity to determine that said payment of services is reasonable.

This clause shall not be applicable to any disciplinary or criminal proceeding instituted against any employee by the Employer.

Where a criminal or disorderly persons complaint is filed against an employee and the employee is found to be not guilty or the complaint is otherwise dismissed, the Employer shall act to expunge the arrest record of the employee.

## XX. UNION BUSINESS

Section 1. The President or state delegate of the P.B.A. or if he is unavailable, the next highest ranking P.B.A. officer available, shall be excused from his work assignment and shall be granted a reasonable amount of time to handle P.B.A. business; provided however that prior to the time of absence from his work assignment, the President or state delegate or officer notifies either the Chief of Police or the superior officer of that tour of duty and specifically enters on the Department Time Sheet the time out and time in; and provided further that such time is limited to an aggregate of 16 hours per month, noncumulative.

Section 2. During annual contract negotiations, the P.B.A. President and the state delegate shall be excused from their work assignments and shall be granted an unlimited amount of time while actually negotiating with the Township Committee.

Section 3. The Association shall have the right to use the intra-township mail facilities as it deems necessary and without approval of any administrator or management personnel.

Section 4. The Township agrees to grant the necessary time off without loss of pay or compensatory time to the President of the local and such other members of the Association selected as delegates to attend any State or National Convention of the New Jersey Policemen's Benevolent Association as provided under N.J.S.A. 11:26C-4.

Section 5. The Township agrees to excuse from his work assignment for the day, the State Delegate or his alternate to attend the regular monthly meetings of the State P.B.A. without loss of pay or compensatory time.

Section 6. The Township shall permit members of the Association Grievance Committee (not to exceed 3) to confer with employees and, at mutually agreeable times, management on specific grievances during the duty hours of the members without loss of pay or compensatory time.

Section 7. Subject to availability and to adherence to the same procedural requirements established by the Township for the use of its facilities by other non-municipal groups, the Association shall have the right to conduct meetings at reasonable times on municipal premises.

Section 8. In the event of a death of a Police Officer, slain in the line of duty, from another Police Department whether local or out of state, the President and State Delegate of the P.B.A. or if they are unavailable, two other P.B.A. members, shall be excused from their work assignments for the day to attend said funeral. Such funeral leave is to be granted as many times as may be necessary during any given year. Such funeral leave is not to be deducted from any other leave. A marked patrol unit shall be provided if available.

#### XXI. COURT APPEARANCES

Section 1. Employees are guaranteed four (4) hours pay at straight time for up to the first 4 hours in Jackson Township Municipal Court, with one hours pay for each additional hour or portion thereof at straight time, but only in the event the municipal court is unable to schedule the member's appearance during the hours of his regular tour of duty.

Section 2. Employees shall be paid at time and one-half with a guarantee of 4 hours for appearances in all other courts, but only if the appearance arises when the employee is scheduled to be off-duty. On-duty appearances are part of any employee's regular duties.

#### XXII. MILEAGE ALLOWANCE

Members are to be compensated at 20¢ per mile or the maximum rate allowed all other municipal employees (whichever is higher) if municipal car is not available and personal car must be used for any official business.

### XXIII. GRIEVANCE PROCEDURE

#### Section 1. Definition

A Grievance within the meaning of this Agreement shall be a controversy or dispute arising between the parties hereto involving the interpretation of any provision of this Agreement.

#### Section 2. Verbal Grievance

A. Whenever an employee has a grievance, he and the P.B.A. President or Grievance Chairperson shall first present it verbally to his supervisor to arrange a mutually satisfactory settlement of the grievance within five (5) days of the time when it was first presented to him, or, failing in that, the supervisor must within that time advise the employee of the inability to do so.

B. When an employee is informed by his supervisor that the supervisor is unable, within the discretion permitted, to arrange a mutually satisfactory solution to the grievance to a higher authority, shall do so in writing in accordance with Section 3. herein.

#### Section 3. Formal Written Grievance

A. If an employee's complaint is not satisfactorily settled by his or her supervisor in accordance with Section 2., the employee and the P.B.A. President or Grievance Chairperson shall prepare the grievance in writing, in duplicate. The grievance should be stated as completely and as clearly as possible in order to permit prompt handling. One (1) copy of the grievance shall be immediately placed in the hands of the Business Administrator.

B. The other copy of the grievance shall be presented by the employee and the P.B.A. President or Grievance Chairperson to his immediate supervisor, to whom the grievance was made verbally. The supervisor will report the facts and events which led up to its presentation, in writing, including in this written report any verbal answer he may have previously given to the employee and the P.B.A. President or Grievance Chairperson concerning this grievance. Within five (5) days after receipt of the written grievance, the supervisor must present it, with the information required from him, to the Business Administrator.

C. The Business Administrator, P.B.A. President or Grievance Committee, and employee will attempt to find a mutually satisfactory solution to the grievance within five (5) days. Failing a solution, the complaint, accompanied by a written report on the matter by the Administrator, must be forwarded to the Township Committee. The Committee will then consider and formally act on the complaint within ten (10) days.

D. Since it is intended that most, if not all, grievances can and should be settled without the necessity of reference to the Committee, no grievance will be heard or considered by the Committee which has not first passed through the above-described steps.

E. Employer agrees that where a grievance arises involving the interpretation or application of any provisions of this Agreement, and the Township Committee and the employee are unable to reach a mutually satisfactory settlement within ten (10) working days, the said grievance may be submitted to arbitration to the Public Employment Relations Commission (PERC) within twenty (20) days after the final decision of the Township Committee. Said arbitration shall be governed by the Rules and Regulations of the Public Employment Relations Commission.

F. Any award by the Arbitrator shall be binding upon the parties. The Arbitrator's fee and expenses, if any, shall be borne jointly by the Employer and the Union. Preparation and presentation expenses shall be borne separately by each party.

G. All relevant papers and documents relating to a grievance and its disposition will be placed in the employee's personnel history file.

H. It is the intention of the parties to settle all differences between the Employer and the Union through grievance procedures in accordance with the provisions of this Agreement. Therefore, Employer agrees that he will not lock out his Employees and the Union agrees that it will not sanction, nor will its members engage in a strike, slow down or work stoppage during the life of this Agreement.

I. It is expressly agreed between the parties hereto that the aforesaid grievance procedure and arbitration procedure shall not be applicable to the provisions of Article XV of this Agreement, except as may otherwise be provided. In the event of a layoff or demotion in lieu of layoff, an employee's sole remedy shall be the procedure of an appeal to the Civil Service Commission after a hearing and determination by the Township Committee. In the event of a suspension, fine, demotion or removal, an employee may elect to follow either the contractual grievance procedure or an appeal under the Civil Service, but not both.

#### XXIV. PROMOTIONS

Section 1. Employer shall take necessary action to have current promotional lists maintained for all ranks.

#### XXV. SAVINGS CLAUSE

Section 1. It is understood and agreed that if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be held invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

Section 2. All current policies not covered in this Agreement shall remain in full force, subject to Article VI.

Section 3. If any provisions of this Agreement are invalid the Employer and the Union will meet for the purpose of negotiating changes made necessary by applicable law.

## XXVI. COLLEGE CREDIT PROGRAM

### Section 1. Existing College Credit Program

All employees who have previously taken a college course and all employees who enroll in a college course by the second semester of the 1981-82 school year shall be considered permanently enrolled in the College Credit Program and eligible for all the benefits derived from it as those benefits have been applied under the 1979-80 Collective Bargaining Agreement:

A. Any employee holding a recognized Associate Degree shall be compensated an additional \$650.00 over their annual base salary.

B. Any employee holding a recognized Bachelor's Degree shall be compensated an additional \$1,300.00 over their annual base salary.

C. Any employee holding a recognized Masters Degree shall be compensated an additional \$1,500.00 over their annual base salary.

It is understood and agreed that the holding of a higher degree eliminates any additional compensation for the lower degree.

Tuition and text books will be paid for by the Township upon successful completion of any course related to police science. Members are responsible for supplying receipts for verification of purchase or tuition.

### Section 2. Subsequent College Credit Program

Thereafter, employees entering the College Credit Program for the first time, subsequent to the second semester of the 1981-82 school year, shall be entitled to additional compensation as follows:

A. Any employee who earns a recognized Associate's Degree shall receive a one time stipend payment in the amount of \$650.00.

B. Any employee who earns a recognized Bachelor's Degree shall receive a one time stipend payment in the amount of \$1,300.00.

C. Any employee who earns a recognized Masters Degree shall receive a one time stipend payment in the amount of \$1,500.00.

The granting of the one time stipend for the lower level (A.A. Degree) shall not preclude the payment of a one time stipend at each of the higher levels.

Tuition and text books will be paid for by the Township upon successful completion of any course related to police science. Members are responsible for supplying receipts for verification of purchase or tuition.

## XXVII. REPRESENTATION FEE

### A. Representation Fee

If an employee does not become a member of the Association during any membership year (i.e., from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for the membership year. This fee shall be the maximum allowed by law.

### B. Procedure

1. Notification: Prior to March 1 of each year, the Association will submit to the Township a list of those employees who have neither become members of the Association for the then current membership year nor paid directly to the Association the full amount of the representation fee for that membership year. The Township will deduct from the salaries of such employees, in accordance with Paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

2. Payroll Deduction Schedule: The Township will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- (a) 10 days after receipt of the aforesaid list by the Township; or
- (b) 30 days after the employee begins his employment in a bargaining unit position.

3. Termination: If an employee who is required to pay a representation fee terminates his employment with the Township before the Association has received the full amount of the representation fee to which it is entitled under this Article. The Township will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. Mechanics of Deduction and Transmission of Fees: Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. Changes: The Association will notify the Township in writing of any changes in the list provided for in Paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Township receives said notice.

6. New Employees: On or about the last day of each month, beginning with the month this Agreement becomes effective, the Township will submit to the P.B.A. a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles and dates of employment for all such employees.

7. Township Held Harmless: The P.B.A. hereby agrees that it will indemnify and hold the Township harmless from any claims, actions or proceedings brought by any employee in the negotiations unit which arises from deductions made by the Township in accordance with this provision. Once the representation fees in lieu of dues are remitted to the P.B.A. by the Township, disposition thereafter shall be the sole and exclusive obligation and responsibility of the P.B.A.

#### XXVIII. BILL OF RIGHTS

To ensure that the individual rights of employees in the bargaining unit are not violated, the following shall represent the Employee's Bill of Rights:

Section 1. A employee shall be entitled to Union representation at each stage of disciplinary hearings.

Section 2. No employee shall be required by the Township and/or its agents to submit to an interrogation unless the employee is afforded the opportunity of Union representation.

Section 3. No recording devices or stenographer of any kind shall be used during any meetings unless both the Union and Employer agrees to their use prior to such meeting in writing.

Section 4. In all disciplinary hearings the employee shall be presumed innocent until proven guilty and the burden of proof shall be on the Employer.

Section 5. An employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely effect his hours, wages or working conditions as the result of the exercise of rights under this Agreement.

XXIX. DURATION

Section 1. This Agreement shall be in effect for 2 years from January 1, 1984 to and including December 31, 1985, which benefits shall be retroactive to January 1, 1984. At the termination of this Agreement, it is specifically understood and agreed by and between the parties hereto that any subsequent Agreement between the parties for 1986 and thereafter shall be effective for a period of one year, unless otherwise agreed at the time of negotiations.

Section 2. In the event that no new agreement is reached prior to the termination of this Agreement, then this Agreement shall remain in full force and effect until a new agreement is executed.

Section 3. It is agreed by the parties hereto that negotiations shall begin not later than ninety (90) days prior to the expiration date of this Agreement.

XXX. COMPLETENESS OF AGREEMENT

This Agreement constitutes the entire collective negotiation agreement between the parties and contains all the benefits to which employees covered by this Agreement are entitled.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 23<sup>rd</sup> day of February 1984.

TOWNSHIP OF JACKSON:

JACKSON TOWNSHIP P.B.A 168:

BY: Wm J Schreiber  
WILLIAM SCHREIBER, MAYOR

BY: John Klobiber  
JOHN KLOIBER PRESIDENT

ATTEST:

David T. Miller, Sr.  
TOWNSHIP CLERK  
DAVID T. MILLER, SR.

BY: Walter Anderson  
WALTER ANDERSON, SECRETARY

TITLE: AUTHORIZING EXECUTION OF PBA UNION CONTRACT FOR 1984-1985

Committeeman Borys presents the following Resolution,  
Seconded by Committeeman Bates.

Page 1 of 1 1s

WHEREAS, negotiations were entered into pursuant to Public Law 168, Chapter 303 as amended between the Township of Jackson in the County of Ocean and Jackson Township PBA Union, Local 168, relative to rates of pay, hours of work, and other conditions of employment, within the Township of Jackson; and

WHEREAS, as a result of these negotiations, agreement was reached regarding these matters;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF JACKSON, COUNTY OF OCEAN, STATE OF NEW JERSEY that:

1. The Agreement between the Township of Jackson and Jackson Township PBA Local 168, for the years 1984-1985, a copy of which is annexed hereto, and is made a part thereof is hereby accepted by the Township of Jackson, and the Mayor is hereby authorized to execute the same, and the execution of the said Contract as of February 23, 1984 is hereby ratified by the Township Committee.

2. This Contract is approved by the Township of Jackson subject to ratification by the PBA Local 168.

3. Copies of this resolution to PBA Local 168, Business Administrator, and any other interested parties.

4. A certified copy of this resolution and the Agreement are to be forwarded to the Public Employment Relations Commission, Labor and Industry Building, John Fitch Plaza, PO Box 2209, Trenton, N.J. 08625 as per N.J.S.A. 34:13A-8.2.

David T. Miller Sr.  
DAVID T. MILLER SR., TWSP. CLERK

DATED: 2-23-842/15/84  
1s

## RECORD OF VOTE:

Committeeman:	Bates	Borys	Carlson	Dep. Mayor	Mayor
YES	✓	✓	✓	✓	✓
NO					
NOT VOTING					
ABSENT					

I, David T. Miller, Clerk of the Township of Jackson in the County of Ocean, hereby certify that the above is a true copy of a Resolution adopted by the Township Committee on the 23d day of February, 1984.

Approved as to form and contents:  
Joseph F. Martone, Twsp. Atty.

David T. Miller Sr.  
David T. Miller, Sr. Twsp. Clerk